

**VOLUNTARY CLEANUP CONTRACT
16-6353-NRP**

**IN THE MATTER OF
FORMER POLYONE INC. PROPERTY, WILLIAMSBURG COUNTY
and
UNITED PHOSPHORUS INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and United Phosphorous Inc., with respect to the Property located at 1457 Eastland Avenue, Kingstree, South Carolina. The Property includes approximately 60 acres identified by Tax Map Serial Numbers 18-047-039 (Northern Parcel, 35 acres) and 18-047-001 (Southern Parcel, 25 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of July 28, 2015, and any amendments thereto, by United Phosphorus Inc., which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth

therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "United" means United Phosphorus Inc.
- B. "Beneficiaries" means United's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual

interest of United or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS 18-47-001

Williamsburg County	Prior to 1972
Colonial Rubber Works Inc. (CRW)	1972 – 1974
Dayco Inc. (Operated as CRW)	1974 – 1975
Dayco International Inc. (Operated as CRW)	1981 – 1982
M.A. Hanna (Operated as CRW until 1994 when name was	1987 – 1998

changed to M.A. Hanna Rubber Compounds (MAHR).	
MAHR (successor by merger with CRW)	1998 – 2000
PolyOne Corporation (successor by merger with MAHR)	2000 – 2005
BFS Diversified Products, LLC	2005 – 2013
Firestone Building Products Company, LLC	2013 - Present

TMS 18-47-039

Williamsburg County	Prior to 1972
Colonial Rubber Works Inc. (CRW)	1972 – 1974
Dayco Inc. (Operated as CRW)	1974 – 1975
Dayco International Inc. (Operated as CRW)	1981 – 1982
M.A. Hanna (Operated as CRW until 1994 when name was changed to M.A. Hanna Rubber Compounds (MAHR).	1987 – 1998
Bridgestone Firestone Inc.	1994 – 2001
BFS Diversified Products, LLC (TMS 18-47-001)	2001 – 2013
Firestone Building Products Company, LLC	2013 - Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by Vereen's Inc., a fertilizer manufacturer; to the east by residential dwellings and an unoccupied commercial building; to the south by Andrews Fabricators and a storm water retention pond with the GCE facility (manufacturer of black plastic sheeting) beyond; and to the west by U.S Highway 52 with residential dwellings, a commercial building, a mobile home park and a restaurant beyond.

The Property is composed of two tax parcels. The southern parcel of land is represented by Williamsburg County Parcel ID No. 18-047-001 (25 acres) and the northern parcel of land is represented by Williamsburg County Parcel ID No. 18-047-039 (35 acres).

A Phase I Environmental Site Assessment (Phase I ESA), dated July 10, 2015,

was prepared by S&ME. According to the Phase I ESA, the original industrial development on the Property occurred on the Southern Parcel in 1972 by Poly-One. Although several of the structures constructed on the Southern Parcel remain, many have been demolished. Currently there are four structures located on the Southern Parcel, including the main administrative office building, the south manufacturing building, the fire suppression building and a small guard house. Several concrete slabs of former structures remain. The remainder of the Southern Parcel exists as concrete and asphalt pavement, grassy fields and overgrown land. A railroad spur enters the Southern Parcel near the southwestern corner and parallels the manufacturing building. An open drainage ditch exists parallel to the railroad tracks for several hundred feet until it exits the Southern Parcel in the southwestern corner.

The Northern Parcel was first developed in 1985 by Colonial Rubber with the construction of the manufacturing building. Later structures included a nonflammable materials warehouse, a flammable materials warehouse, a maintenance / storage shed, the traffic office and a small guard house. The remainder of the Northern Parcel exists as concrete and asphalt pavement, grassy fields and wooded land. A stormwater retention pond is located along the western portion of the Northern Parcel and discharges into an open drainage ditch located north of the maintenance/storage shed. A second open drainage ditch is located south of the maintenance/storage shed. The two ditches intersect along the western property boundary to form a "U" shape around the maintenance/storage shed.

Prior to 1994, the Property (both parcels) was owned and operated by Colonial Rubber Works Inc. (CRW). In 1994, the Property was subdivided into two parcels to sell TMS 18-47-039 (Northern Parcel) to Bridgestone Firestone Inc. BFS Diversified Products, LLC purchased the Northern Parcel in 2001 and the Southern Parcel in 2005. In 2013, Firestone Building Products Company, LLC

purchased both parcels.

Former operations on the Property include the manufacture of ethylene propylene diene monomer (EPDM), asphalt and metal roofing systems, poly-iso insulation, and accessories for the commercial roofing industry. Base polymers, hoses, gaskets, tire compounds and other rubber products were manufactured on the Property.

From approximately 1972 until the mid-1990s, the industrial wastewater associated with the Southern Parcel reportedly discharged into a tile drain field that is located to the west of the former drum storage building. Wastewater from floor drains, including those associated with the bulk oil storage area, reportedly flowed in underground piping to septic tanks located adjoining the drain field. Soil and groundwater samples were collected in the area of the drain field by Environmental Technology Engineering, Inc. (ETE) as documented in a Phase III Soil and Groundwater Quality Report dated June 5, 1992. ETE concluded that the sampling results were "normal;" however, only limited constituents of concerns were analyzed during this sampling event.

Later operations reportedly discharged the wastewater directly into the water pretreatment building, which was constructed in the mid-1990s and was recently demolished. This building was formerly located just south of the southwestern corner of the single story warehouse and was constructed for the purposes of housing a wastewater pretreatment process for the Southern Parcel process contact water and floor drain discharge. Untreated water was staged in a 30,000-gallon aboveground equalization (EQ) tank (also demolished/removed). The footprint of the pretreatment building and associated EQ tank currently remain as a concrete slab.

A Phase I Environmental Site Assessment Preliminary Draft Report, dated

January 1994, was prepared by Woodward-Clyde. This report identified several areas of significant ground surface staining as well as poor procedures for handling and storing hazardous materials and petroleum products.

A Revised Draft of Groundwater and Soil Investigations, Sewer Cleaning and Soil Excavations Letter Report, dated November 16, 1994, was prepared by CRA Consulting Engineers. Soil and groundwater samples collected throughout the Northern Parcel indicated detections of petroleum constituents and metals. Certain areas of surface staining were excavated and disposed off-site.

A Limited Site Characterization Report, dated March 18, 2002, was prepared by CH2M Hill. This report documents activities conducted to evaluate soil and groundwater quality in the vicinity of several potential areas of concern. The findings indicated detections of petroleum constituents and metals.

A Facility Project Completion Report, Cleaning and Remediation Activities, dated May 2002, was prepared by CH2M Hill. This report documents the cleaning (pressure washing) and soil excavation of several on-site environmental concerns.

A Phase I Environmental Site Assessment, dated June 2005, was prepared by NGE. The Phase I report identifies multiple potential environmental concerns associated with the past use of the Property.

A Phase I Environmental Site Assessment, dated August 2011, was prepared by NGE. The Phase I report identifies multiple potential environmental concerns associated with the past use of the Property, similar to those identified in the 2005 NGE Phase I ESA.

According to the Final Limited Site Characterization Report, Volume 1

dated March 18, 2002, CH2M HILL completed a Limited Site Characterization (LSC) for PolyOne Corporation in 2001. The LSC identified numerous Contaminants of Potential Concern (COPC) on the Property, including:

- i. A total of thirteen volatile organic compounds (VOC) were detected in surface soil samples, including: benzene, n-butylbenzene, sec-butylbenzene, ethylbenzene, isopropylbenzene, p-isopropyltoluene, naphthalene, n-propylbenzene, toluene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, m&p-xylenes, and o-xylene.
- ii. A total of nine semi-volatile organic compounds (SVOC) were detected in surface soil samples, including: anthracene, bis(2-ethylhexyl)phthalate (BEHP), di-n-butyl phthalate, fluoranthene, fluorine, 2-methylnaphthalene, n-nitrosodiphenylamine, phenanthrene, and pyrene.
- iii. Sixteen metals were detected in surface soil samples, including: aluminum, antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, nickel, vanadium, and zinc.
- iv. Eight metals were detected in groundwater samples, including: aluminum, arsenic, barium, chromium, iron, manganese, vanadium, and zinc.
- v. Oil, grease, and diesel-range Total Petroleum Hydrocarbons were detected in surface soil samples.

A total of sixteen (16) Areas of Concern (AOCs) were identified and investigated by S&ME via soil and groundwater sampling in 2013. Investigated areas where target compounds were reported above regulatory benchmarks, and identified as recognized environmental conditions, are as follows:

1. Former Bulk Oil Storage Area
2. Former Carbon Black Storage and Loading Area
3. Former UST Area #2
4. Former UST Area #4
5. Maintenance Building
6. Former Drum Storage Area
7. Former Wastewater System
8. Former Autoclave Area
9. Former Ground Surface Staining Area

S&ME performed a Limited Environmental Site Assessment (LESA), dated February 18, 2014, which included the collection of soil, groundwater, sediment and surface water samples on the Property. A total of twenty six (26) shallow and eleven (11) deep temporary monitoring wells were constructed using 1-inch PVC well screen, filter sand and bentonite seals. The wells were developed with a peristaltic pump prior to sampling. Benzene, arsenic, and lead were detected in groundwater above MCLs. Napthalene was detected in excess of the EPA Tap Water Regional Screening Level. Only arsenic exceeded the industrial RSL for soils. No metals, VOCs, or SVOCs were detected at levels exceeding their respective screening levels for surface water or sediments.

C. Applicant Identification: United is a Delaware corporation with its principal place of business located at 630 Freedom Business Center, Suite 402, King of Prussia, Pennsylvania 19406. United affirms that it has the financial resources to conduct the response action pursuant to this Contract.

D. Proposed Redevelopment: United will acquire the Property and intends to redevelop the Property as follows:

Parcel 18-047-039 (Northern Parcel)

The existing warehouse will store crop protection products. A small portion of the

warehouse will be used to store the raw materials and packaging materials for production of crop protection products. The existing roofing plant will be reconditioned and fitted with required processing equipment for production of liquid and solid crop protection products.

Parcel 18-047-001 (Southern Parcel)

The southern parcel will be reconditioned and fitted with required processing equipment for production of liquid crop protection products.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. United certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. United also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. United agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by United, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by United, or its designee in accordance with the schedule provided in the initial Work Plan. United acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective measures on the Property that cannot be anticipated with this Contract. United agrees to perform the additional assessment and/or corrective measures consistent with the intended uses of the Property under the purview of this Contract; however, United may seek an

amendment of this Contract to clarify its further responsibilities. United shall perform all actions required by this Contract, and any related actions of United's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective measures detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). United shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any

of the following:

- i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of United's consulting firm(s), analytical laboratories, and United's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). United shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify United in writing of approvals or deficiencies in the Work Plan.

- 8). United, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). United shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). United shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). United shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. United shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). United shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective measures, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, United shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). United shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. United shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). United shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). United shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to United, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). United shall collect one surface soil sample (0-1 foot below ground surface)

and one subsurface soil sample (2 foot minimum depth) from each of the following locations, unless otherwise specified:

- a). A presumed background location to be analyzed for TAL metals;
 - b). One subsurface soil sample at each of the former UST Areas 1 through 4 (AOCs #3 through #6);
 - c). Two subsurface soil locations along the former wastewater treatment system discharge line and one location (surface and subsurface) within the former drain field (AOC #9);
 - d). Two locations within the drum storage area (AOC #8);
 - e). One location within the stained soil area identified as AOC #15;
 - f). Two locations within the carbon black storage and loading area (AOC #2);
 - g). One subsurface soil sample near the base of the sump located to the west of the bulk oil storage area;
 - h). Two locations within the footprint of the demolished portion of the building located north of the bulk oil storage area.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. Samples from locations identified in 4.E.1.c., 4.E.1.d., and 4.E.1.h shall also be analyzed for TCL pesticides. The sample from the stained soil area (AOC #15) shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). United shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of seven monitoring wells to bracket the water table. Specific locations shall be as follows:
 - a). Sample the existing monitoring well near the autoclave area (AOC #13);

- b). One well along to northern Property boundary;
 - c). One well along the southern Property boundary;
 - d). One well near the bulk oil storage area and the carbon black storage and loading area;
 - e). One well near the sump located within the trash compactor area;
 - f). One well near the former wastewater treatment system (AOC #9);
 - g). One well hydraulically downgradient of the underground piping leading to the former wastewater treatment system.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. Samples from monitoring wells identified in 4.F.1.d, 4.F.1.e, and 4.F.1.g shall also be analyzed for TCL pesticides. In addition, the sample collected from the well located along the northern Property boundary shall be analyzed for the full TAL/TCL parameters, including nitrates / nitrites.
 - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Assess Sediment and Surface water quality:

- 1). United shall collect and analyze one sediment and one surface water sample from the stormwater retention pond and each drainage ditch from on the Property. The samples collected from the ditch behind the maintenance building shall be collected near the outfall.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs. Each sediment sample shall also be analyzed for TCL pesticides.
- 3). Surface water quality results shall be compared to the values in the SC Water Classifications and Standards, R.61-68, based on consumption of either "water and organisms" or "organisms only" as applicable for the water

body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to RAGS.

H. Evaluate and control potential impacts to indoor air:

- 1). United shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface based on EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 and supplemental EPA guidance. The Department’s evaluation will be constrained towards predicting commercial exposures consistent with the building construction on the Property.
- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of a representative number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 and supplemental EPA guidance.
- 3). The Department may allow United to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation

methods that, in the Department's sole discretion, offer a similar degree of data usability.

- 4). United shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

I. Institute reasonable Contamination control measures:

- 1). United shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). United shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). United shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.

- c). United may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, United shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- d). United shall propose a Media Management Plan for management of contaminated media during any Property development activities that will disturb contaminated media remaining on the Property. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- e). Upon completion of any corrective measures, United shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- f). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). United shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). United shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. United shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). United agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by United.

PUBLIC PARTICIPATION

6. United and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by United.
 - B. United shall erect a sign at major entrances onto the Property or other locations

routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign will state "Voluntary Cleanup Project by United Phosphorus Inc. under Voluntary Cleanup Contract 16-6353-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of United. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). United shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). United agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). United shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, United shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. United shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. United shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. United shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. United or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use and prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to United. An authorized representative of United or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. United or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. United or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, United or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for United or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). United or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). United or its Beneficiaries shall create a procedure to provide a single point

of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after United acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. United or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name,

address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to United shall be submitted to United's designated contact person who as of the effective date of this Contract shall be:

Madeline Palac, C.F.O
United Phosphorus Inc.
630 Freedom Business Center, Suite 402
King of Prussia, Pennsylvania 19406

FINANCIAL REIMBURSEMENT

11. United or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by

S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to United on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Madeline Palac, C.F.O
United Phosphorus Inc.
630 Freedom Business Center, Suite 402
King of Prussia, Pennsylvania 19406

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. United agrees the Department has an irrevocable right of access to the Property for environmental response matters after United acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to United or its Beneficiaries for the Property under this Contract as follows:

- A. United or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that United or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that United or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if United or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. United or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. United shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, United, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. United or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, United or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,

- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, United or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. United, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide United or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in United's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this

Contract;

- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of United or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by United or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by United or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by United or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of United's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should United or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by United or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of United or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and

void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. United and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113, 42 U.S.C. § 9613, and S.C. Code Ann. § 44-56-200, in accordance with § 44-56-750(B)(7).
- 2). Protection from third-party claims in accordance with S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits in accordance with S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue United and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by United or its Beneficiaries, in accordance with S.C. Code Ann. § 44-56-750(C)(1)(a).
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by United or its Beneficiaries. The Department retains all rights under State and Federal laws to compel United and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by United or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than United and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than United and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY UNITED

19. United retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. United and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, United and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. United and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by United or its Beneficiaries. United and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to

such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY UNITED AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, United and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

UNITED PHOSPHORUS INC.

BY:

DATE:

MPalae

Madeline Palae, CFO
Printed Name and Title

APPENDIX A

United Phosphorus Inc.

Application for Non-Responsible Party Voluntary Cleanup Contract

July 28, 2015



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name United Phosphorus Inc.

4. Contract Signatures for this Applicant

a. Authorized Signatory

Madeline Palac	C.F.O.	madeline.palac@uniphos.com
Name	Title	Email
630 Freedom Business Center, Suite 402	610-491-2822	
Address	Phone1	Phone2
King of Prussia	PA	19406
City	State	Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

630 Freedom Business Center	402
Street address	Suite Number
King of Prussia	PA 19406
City	State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title	FEB 05 2016
Street Number or PO Box	Phone1	Phone 2
City	State	Zip

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
UPL Europe Ltd. (see 7d. below)	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: 100% owned subsidiary of UPL Europe Ltd

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

MPalac
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1457 Eastland Avenue, Kingstree, S.C. 29556

b. County Williamsburg

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Kingstree
(town/city)

10. List any Companies or Site names by which the Property is known

Firestone Building Products

PolyOne Corporation

11. Total Size of Property Covered by this Contract 60 Acres

12. How many parcels comprise the Property? Two

13. Current Zoning (general description)

Industrial. The site was utilized for industrial purposes in the 1970s. Manufacturing operations ceased in 2001. On-Site warehouses were utilized for storage purposes until 2013.

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

- 12 6000-gallon new/used oil Aboveground Storage Tanks (ASTs). All have been removed from the property.
- 1 Diesel AST located on the South property used to fuel fire suppression water pump.
- 4 12' x 80' silos stored carbon black. The contents have been removed and area has been pressure washed.
- 4 diesel Underground Storage Tanks (USTs) of unknown size were removed in 1992.
- 1 gasoline UST of unknown size was removed in 1992.
- 1 4000-gallon fuel oil UST was removed in 2002.
- 2 additional USTs (contents and size unknown) have been removed from the property.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 18-047-039
b. Acreage 35 acres
c. Current Owner Firestone Building Prods
d. Owner Mailing Address 250 West 96th Street
Indianapolis, IN 46260
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2013
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 18-047-001
b. Acreage 25 acres
c. Current Owner Firestone Building Prods
d. Owner Mailing Address 250 West 96th Street
Indianapolis, IN 46260
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2013
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:

(attach additional sheets if necessary)

Northern Parcel (18-047-039, Old roofing plant and warehouse)

Existing warehouse will store crop protection products. A small portion of the warehouse will be used to store the raw materials and packaging materials for production of crop protection products.

The existing roofing plant will be reconditioned and fitted with required processing equipment for production of liquid and solid crop protection products.

Southern Parcel (18-047-001, South Property)

The existing south property will be reconditioned and fitted with required processing equipment for production of liquid crop protection products.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☒ Yes ☐ No

b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

Chemical processes will consist of dry and liquid blending of crop protection ingredients and inert raw materials. These processes do not include any chemical synthesis/reaction chemistry. A tank farm will be designed and built for bulk storage of solvents and aqueous products. Chemicals will be stored and handled in accordance to Federal and State regulations. Waste generated will consist of, but not limited to, wash waters/solvents, used packaging, and off specification/expired material containing TPTH, thiophante-methyl, and EBDC's. See Exhibit C for identification of chemicals and bulk storage. Wastes will be handled by licensed third party vendor and removed from the property and disposed according to regulation.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 65
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 20.5 Million USD

20. a. Will there be Intangible benefits from this redevelopment such as:

- ☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other Economic enhancement

b. Please Describe:

See 18 and 19 for creation of jobs and increase to Tax Base.

21. Anticipated date of closing or acquiring title to the property 09 / 15 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

S&ME

Company

1330 U.S. Highway 501 Business Conway SC 29526

Address City State Zip

Tom Behnke, P.G., CHMM PG# 2014 843-347-7800

Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)

Parker Poe Adams & Bernstein LLP

Firm

Steven D. Weber

704-335-9065

704-957-7668

Attorney

Phone1

Phone 2

401 South Tryon Street, Suite 3000

Charlotte

NC

28202

steve.weber@parkerp.

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the ^{Non-Responsible Party} Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☒ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by S&ME

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☒ The Following reports are attached:

Report Date

Report Name

Environmental Firm

See Exhibit B

July 10, 2015

S & ME

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

Y N

Assigned File Number

Assigned Contract Number

EXHIBIT A

TO

AGREEMENT OF PURCHASE AND SALE

LEGAL DESCRIPTION

The real property to be conveyed pursuant to this transaction is that which is depicted on the attached drawing and is believed to be described as follows. The legal description of the Property to be conveyed shall be modified to accord with the legal descriptions on the vesting deeds whereby Seller obtained title to the Property.

All that certain piece, parcel or tract of land lying, being and situate in King Township, County of Williamsburg, State of South Carolina, containing Sixty (60) acres, more or less, and bounded on the north by Estate of C. C. Canada, I. S. Canada, Ivory & Nathaniel Epps, and Dr. Samuel V. Johnson; on the east by South Carolina Road No. 45-186; on the south by Nora K. Young and on the west by Seaboard Coastline Railroad, Said tract beginning at the intersection of the right-of-way on the east side of the Seaboard Coastline Railroad and the southern line of Estate of C. C. Canada, and extending N85°36'00"E for a distance of 1171.4' to a concrete post on the right-of-way on the West side of SC Road 45-186; thence S15°36'00"W along said right-of-way for a distance of 2489.5' to a concrete post on right-of-way of Seaboard Coast Line Railroad, thence N19°22'00"E for a distance of 2010 feet along said right-of-way to the point of beginning. Said tract of land is more fully shown and delineated on a map made by J.D. Brockington, Surveyor, dated June 26, 1967, recorded in the Office of the Clerk of Court for Williamsburg County in Plat Book 20 at page 59. Said tract being the same tract of land conveyed to Williamsburg County by Colonial Rubber Works, Inc. by deed dated the 1st day of March 1973 and recorded in said Clerk's Office in Deed Book A-106 at page 381.

EXHIBIT B

Existing Reports

Limited Phase I Environmental Site Assessment dated October 30, 2013, prepared by S&ME according to Proposal No. 1634-0495-13.

Limited Phase II Environmental Site Assessment dated February 18, 2014, prepared by S&ME according to S&ME Project No. 1634-13-442

Phase I Environmental Site Assessment Report dated August 2011 and prepared by Novel Geo-Environmental, LLC as NGE Project #P11-292

Limited Asbestos Survey dated August 31, 2011, prepared by A-Consultant, both previously provided by Seller to Purchaser

Phase I done by Woodward Clyde prior to the North Property purchase

Phase III investigation conducted by ETE on the North Property

Report by CRA summarizing groundwater and soil investigations and sewer cleaning and soil excavations related to the North Property

June 2005 Phase I of PolyOne Corporation, Novel Geo-Environmental

- o Appendix C included the text, tables and figures of CH2M Hill's "Limited Site Characterization Report" prepared for PolyOne Corporation, dated March 18, 2002.
- o Appendix D included CH2M Hill's "Final Completion Report" prepared for PolyOne Corporation, I couldn't find a date but it must be after April 2002 since it cites excavation activities completed during that time frame.

December 22, 2011 Limited Site Investigation and Update to Phase I ESA Report, Novel Geo-Environmental (17 pages of text, figures and tables, Appendix B is empty and is labeled "Test America Laboratory Analytical Results", which were conveyed to us separately in three files:

- o J5504-1 set of analytical data from TAL dated 11/16/2011, Kingtree Phase II (1114 pages).
- o J5504-2 set of analytical data from TAL dated 11/15/2011 (994 pages)
- o J5504-3 set of analytical data from TAL dated 12/16/2011 (1034 pages)

Information and certification for Brownfield (word document) undated, prepared by James McKamie of BFS Diversified Products.

Exhibit C

Chemical Identification

Name	packaging Type	Name	packaging Type
Abamectin Bulk	Drum	Ethylenediamine	Drum
ACETAMIPRID	Drum	Ethylene Glycol	Drum
ACIFLUORFEN 42% MIN - BULK	Tank	ETHYLENE GLYCOL MONOBUTYL ETHER	Drum
AQUATHOL K BULK	Tank	GLYCERINE	Drum or IBC
ASULAM 40% SL -	Tank	GEROPON T-77 25 KG BAG	Bag
BALAN TECH 95%, 550 LB BARREL	Drum	Hi Sil ABS	Bag
BENTAZON, 48% AI	IBC	HI-SIL 233	Bag
BIFENTHRIN TECH 25 KG FIBRE DRUMS	Drum	IGEPAL CO-897	Drum
Chlorothalonil tech, 96%	Bag	JEFSOL AG-1555	Drum
Copper Hydroxide 94%	Bag	KAOLIN CLAY (TYPE 41)	Bag
Copper Sulfate 98%	Bag	KELZAN (25 KG BAG)	Bag
CYPERMETHRIN TECH 50:50 >94% 225KG	Metal Drum	LACTOSE MONOHYDRAE	Bag
DEVIRINOL 100 KILO KEGS	Fiber Drum	MICROSORB 300 LVM	Bag
Diquat Dibromide 37.3%	IBC	MONTMORILLONITE CLAY [12]	FIBC
ETHOFUMESATE TECH - 500 KG BAG	FIBC	MORWET D-425	Bag
Ethephon	Drum	MORWET EFW - 40 LB BAG	Bag
FENBUTATIN OXIDE 200 LB DRM US (DP)	Drum	n-Methylpyrrolidone	Drum
HYDROTHOL 191 BULK	Tank	NORLIG TSD SUB FOR BOORESPESE/AM-320	Bag
IMIDACLOPRID TECH - 25 KG	Drum	PEG 600 (POLYETHYLENE GLYCOL)	Bag
IPRODIONE TECH 97% - 25KG	Drum	Phosphoric Acid	Drum
LAMBDA CYHALOTHRIN TECH - 25 KG	Drum	PLURONIC P104	Drum
Metalaxyl 97%	Drum	POLYFON H 55 LB BAGS	Bag
Metribuzin Technical	FIBC or Bag	POTASSIUM CHLORIDE 50# BAG	Bag
ORYZALIN TECH 95% MIN 120 KG FIBRE DRUM	Fiber Drum	PROPYLENE GLYCOL DRUMS	Drum
Oxadiazon tech 96%	Drum	PROXEL GXL	Drum
Oxyflurofen Tech 97%	Drum	PVP K-30	Bag
PENNCOZEB 4F - 50 GALLON COMPOSITE DRUM	Drum	REAX 83A	Bag
PENNCOZEB 75 DF (1000 LB)	FIBC	REAX 85 A, BAG, 55#	Bag
PERMETHRIN 40:60 >94% - 225KG	Metal	Reax 825E	Bag

	Drum		
Prodiamine Tech 95%	FIBC	RHODOCAL 60 BE	Drum
Propiconazole Tech 97%	Drum	SAG 30 ANTIFOAM (204 KG DRUM)	Drum
TEBUCONAZOLE 95% MIN-25 KG FIBRE DRUM	Drum	SAG 1572	Drum
TOPSIN M-70W 80 KG BULK DRUM	Drum	SODIUM CITRATE DIHYDRATE	Bag
TOPSIN M TECHNICAL 800 KG SS	FIBC	SOLVENT D-75 (aromatic hydrocarbon)	Drum
THIOPHANATE METHYL	Bag	Sponto EC-420	Drum
TRINEXAPAC ETHYL TECH 96%	Drum	Sponto EC-421	Drum
TRIPHENYLTIN HYDROXIDE 500 KG TOTE BAG (TPTH)	FIBC	STEPAN C-25	Drum
Acetic Acid	Drum	STEPFAC TSP-PE-N	Drum
Aerosol OTB	Bag	Step-Flow 26F	Drum
AGNIQUE ANS 3 DNP-U	Bag	Sodium Acetate, Anhydrous	Bag
Agnique DDL	Bag	Soprophor BSU	Drum
AGNIQUE DFM 111S	Drum	Soprophor 3D33	Drum
AGNIQUE SOAP L 200 LB DRUM	Drum	Soprophor FLK	Drum
AGRIMER 30	Bag	STOCKOSORB C 55 # BAG	FIBC or Bag
AGSORB 325 RVM, 50LB BAG	Bag	Sunfast Green 7	Bag
Alfol 6 Alcohol (1-Hexanol)	Drum	Surfonic CO-30, Emulsogen EL360	Drum
Ammonium hydroxide	Drum	SUPRAGIL WP (44# BAG)	Bag
ANTIFOAM AF100	Drum	TERGITOL XD	Drum
ANTIFOAM DC1500 [12]	Drum	TIXOSIL 38	Bag
ANTIFOAM FG-10	Drum	Toximul 8320	Drum
Armotan AL 69-66	Drum	Toximul 3404F	Drum
AROMATIC 100	Tank or Drum	TRIACETIN	Tank or IBC
Aromatic 200 ND	Drum	Triethanolamine	Drum
Atlas G5000 (205 kg drum)	Drum	UCARCIDE 50	Drum
ATLOX METASPERSE 550 S (65 KG DRUM)	Drum	WITCONOL NP-100 NONYL PHENOL ETHOXYLATE	Drum
ATLOX 4894	IBC	ZEOSYL 200 D (20# BAG)	Bag
ATLOX 4912	IBC	Van Gel B	Bag
ATLOX 4913 (200 Kg Drum)	Drum	Motiva STAR 4	Drum
CAS 64011	IBC	Surfom ESP 8080	Drum
Attogel 350	Bag	SOPROPHOR 4D384	Drum
Attagel 40	Bag	BSM TECHNICAL	
AU-330L	IBC	Propanil Tech	FIBC
AU-335 - 2,260 LB TOTE	IBC	Antifoam 454	Drum
AU-376	IBC	Carbaryl Tech 99%	Drum
AU-517	IBC	ISOPHORONE	Tank or

			Drum
BAG, RHODOCAL N POWDER, 50#	BAG	AU-525	Drum
BAG, RHODOCAL BX78, 40#	BAG	FHR Spray 70	Drum
Barden AG-1	Bag or FIBC	Quinclorac Tech	Drum
BARDEN CLAY	Bag or FIBC	AU-527	Drum
CAB-O-SIL M-5	Bag	AU-528	Drum
CLAY, ASP 400P	Bag or FIBC	Aromatic 150	Drum/IBC
CLAY-Agsorb 16/30 LVM	bag or FIBC	AU-563	Drum
C-6207 Emulsifier (450# Drum)	Drum	Thiobencarb	Drum
C-6256 Emulsifier	Drum	STEPSPERSE DF-500 (35# Bag)	Bag
C-6257 Emulsifier	Drum	Triton XN-45S	Drum
C-6287 Emulsifier	Drum	METHYL ISOBUTYL KETONE	IBC/Tanker
CITRIC ACID	Bag	TOXIMUL 804 (450# Bg)	Drum
CRYSTAL INHIB. #5(CASTOR OIL ETHOXYLATE)	Drum	Reax 88 B	Bag
DC1430 antifoam	Drum	Barden Clay	Bag or FIBC
DIISOPROPANOLAMINE, 85%	Drum	Dow Corning 1920 S	Drum
EDTA	Bag	Halo Technical	Drum
Glufosinate-ammonia	IBC	Pendimethlyn Technical	Drum

Bulk storage in **bold**